



City of Bothell™

Council Chambers, 18415 101st Ave NE, Bothell, WA

City Council Study Session/Regular Meeting Agenda

Tuesday, May 17, 2016

6:00 PM

Members of the City Council: Mayor Andy Rheume, Deputy Mayor Davina Duerr, Councilmember Tom Agnew, Councilmember Joshua Freed, Councilmember James McNeal, Councilmember Tris Samberg and Councilmember Del Spivey

Members of the Staff: Acting City Manager Peter Troedsson, Interim City Attorney Scott Missall, Police Chief Carol Cummings, Fire Chief Bob Van Horne, Public Works Director Erin Leonhart, Finance Director Tami Schackman, Community Development Director Tom Burdett, Parks and Recreation Director John Keates, Human Resources Director Dean Perez and City Clerk Laura Hathaway

1. **Call to Order, Roll Call, Pledge of Allegiance** * = Estimated Time
6:00 PM – (5 minutes)*

2. **Special Presentations**
6:05 PM (25 minutes)*

- a. Proclamation: Public Works Week (5 minutes)*
- b. Proclamation: Safe Boating Week (5 minutes)*
- c. Proclamation/Presentation: Affordable Housing Week (15 minutes)*

3. **Review of Upcoming Public Engagement Opportunities**
6:30 PM – (5 minutes)*

4. **Meeting Agenda Approval**
6:35 PM - (5 minutes)*

5. **Review Projected Agenda**
6:40 PM - (5 minutes)*

6. Consent Agenda

6:45 PM – (5 minutes)*

All matters listed within the Consent Agenda have been distributed to each member of the City Council for reading and study and may be enacted by one motion of the Council with no separate discussion. If separate discussion is desired, that item may be removed from the Consent Agenda by any Council Member and placed on the Regular Agenda for Council action.

- Pgs. 11-12 a. [AB #16-080 – Consider Approval of April 2016 Vouchers](#)
RECOMMENDED ACTION: Approve checks 181, 4082016, and 133305 through 133739 (2,383,308.78) for April 2016 that were approved and paid by the City Auditor.
- Pgs. 13-18 b. [AB #16-081 – Consider Approval of King County Metro Long Range Plan Comment Letter](#)
RECOMMENDED ACTION: Consider Approval of comment letters for King County Metro Transit Long Range Plan and Sound Transit 3 Draft System Plan.
- Pgs. 19-24 c. [AB # 16-082 – Consider Award of Contract with Razz Construction for the Sammamish River Side Channel Restoration Project](#)
RECOMMENDED ACTION: Authorize the City Manager to enter into a construction contract with Razz Construction, Inc., in the amount of \$786,684.41, for construction of the Sammamish River Side Channel Restoration Project.
- Pgs. 25-54 d. [AB #16-083 – Consider Award of Contract with R2 Consulting for Construction Administration of the Sammamish River Side Channel Restoration Project](#)
RECOMMENDED ACTION: Authorize the City Manager to enter into a professional services agreement with R2 Resource Consultants, Inc., in the amount of \$60,395.52 and in substantially the same form as presented, for construction engineering support of the Sammamish River Off-Channel Habitat Restoration Project.

7. Visitors (3 minutes per speaker)

6:50 PM (30 minutes)*

During this portion of the meeting, the Mayor will invite citizens to talk with the Council about topics that are not scheduled for public testimony on tonight's agenda. Please don't hesitate to use this opportunity to share your views with the Council. If you are asking a question under "Visitors," please remember that Council may not have specific information during the meeting to provide a complete reply. The Mayor, or presiding officer, may choose to ask the City Manager to determine the best method to address the citizen's question. The City Manager may refer the question to staff or suggest that staff research the answer and provide the answer within a certain timeframe with a copy to the citizen and all Councilmembers. If you have an item for Council consideration, the best procedure is to submit it in writing prior to a regularly scheduled Council meeting. **REMARKS ARE LIMITED TO THREE (3) MINUTES.**

8. Ordinances and Resolutions

7:20 PM (10 minutes)*

- Pgs. 55-60 a. [AB #16-084 - Consider Approval of Resolution Authorizing the City to Make Grant Application to the Salmon Recovery Funding Board \(SRFB\).](#)

RECOMMENDED ACTION: Adopt the proposed resolution authorizing the submission of a grant application to the Recreation and Conservation Office Salmon Recovery Funding Board.

9. Study Session

7:30 PM (1 hour/15 minutes)*

- Pgs. 61-62 a. [AB #16-085 - Discussion Regarding the Interim City Manager Selection Process \(15 minutes\)*](#)

RECOMMENDED ACTION: Council to receive staff input in open public session and discuss in executive session.

- Pgs. 63-66 b. [AB #16-086 - Study Session Regarding Budget Orientation and Council Consideration of 2017/2018 Budget Focus Areas and Desired Budget Outcomes \(1 hour\)*](#)

RECOMMENDED ACTION: No action is requested this evening; however, Council is being asked to review the City's 2015-2016 Budget Focus Areas and Desired Budget Outcomes, and to use this document as a starting point for the development of focus areas and budget outcomes for the 2017-2018 Budget.

8:00 PM* – Break & consideration of agenda schedule, topics remaining and time of adjournment

10. Executive Session: Property Acquisition/Personnel Matters/Labor Relations/ Litigation/Possible Action (15 minutes, if needed)*

11. City Manager's Report (as time allows)

12. Adjournment (May be extended past 9:00 PM by majority vote of Council)

SPECIAL ACCOMODATIONS: The City of Bothell strives to provide accessible meetings for people with disabilities. If special accommodations are required, please contact the ADA Coordinator at (425) 806-6151 at least one day prior to the meeting.

Copies of agenda bills and attachments listed in this agenda may be obtained from the City Clerk's Office the Friday before the meeting.

City Council Regular Meeting Agenda

May 17, 2016

Page 4 of 4

PRELIMINARY AGENDA: The preceding is a preliminary agenda; other items may be added and action taken on matters which do not appear above. Bothell City Council meetings are aired live on Bothell Community Television (BCTV) Channel 21/26 (Comcast/Verizon) (available to Comcast and Verizon Cable customers within Bothell City limits).

Meetings are generally replayed according to the following schedule (subject to change): Wednesday following the meeting at 10 a.m.; Friday, Saturday and Sunday following the meeting at 10 a.m. and 7 p.m. City Council and Planning Commission meetings and the BCTV schedule are viewable online at www.bothellwa.gov



City of Bothell™

PROCLAMATION

“NATIONAL PUBLIC WORKS WEEK”

WHEREAS, public works infrastructure, facilities and services are integral parts of our community; and

WHEREAS, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as water, sewer, streets, drainage, engineering, development services, public buildings, city equipment and solid waste collection; and

WHEREAS, the health, safety and comfort of this community greatly depend on these infrastructures and programs; and

WHEREAS, the quality and effectiveness of this infrastructure, as well as its planning, design, construction and maintenance, is vitally dependent upon the efforts and skill of Bothell’s Public Works personnel; and

WHEREAS, the success of the qualified and dedicated personnel who staff the Public Works Department is materially influenced by the people’s attitude and understanding of the importance of the work they perform; and,

WHEREAS, the year 2016 marks the 56th annual National Public Works Week and it should be recognized as “Public Works – Always There”.

NOW, THEREFORE, I, Andrew J. Rheume, Mayor of the City of Bothell, do hereby proclaim May 15 – 21, 2016 as

NATIONAL PUBLIC WORKS WEEK 2016

in the City of Bothell, Washington, and I call upon all citizens and civic organizations to acquaint themselves with the issues involved in providing our public works and to recognize the contributions which Public Works personnel make every day to our health, safety, comfort and quality of life.

Signed this 17th day of May, 2016.

Andrew J. Rheume, Mayor

Laura Hathaway, City Clerk

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PROCLAMATION

“BOTHELL SAFE BOATING WEEK”

WHEREAS, on average, 700 people die each year in boating related accidents in the U.S., with the vast majority of those accidents caused by human error and poor judgement and not by the boat, equipment or environmental factors; and

WHEREAS, a significant number of boaters who lose their lives by drowning each year would be alive today had they worn a life jacket; and

WHEREAS, the City of Bothell encompasses the Sammamish River as well as numerous lakes and other waterways; and

WHEREAS, a large number of Bothell’s residents of all ages engage in recreational boating; and

WHEREAS, the mission of the United States Coast Guard Auxiliary, Flotilla 21, is to promote and improve recreational boating safety by teaching boating safety courses and conducting vessel safety checks

NOW THEREFORE, I, Andrew J. Rheume, Mayor of the City of Bothell, do hereby proclaim the week of May 21-27 as

BOTHELL SAFE BOATING WEEK

In the City of Bothell and urge all citizens to take precautions and care while boating.

Signed this 17th day of May, 2016

Andrew J. Rheume
Mayor

Laura Hathaway
City Clerk

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**PROCLAMATION
"AFFORDABLE HOUSING WEEK"**

WHEREAS, all people should have access to safe, healthy, and affordable homes within communities of opportunity; and

WHEREAS, studies have found that each \$100 increase in median rent results in a 15% increase in homelessness in metro areas and a 39% increase in nearby suburbs and rural areas; and

WHEREAS, the combined cost burden of housing plus transportation can be substantially reduced by locating affordable housing opportunities in proximity to transit; and

WHEREAS, the Association of Washington Cities determined that Human Services, Homelessness and Affordable Housing was a critical priority for the 2016 Legislative Session; and

WHEREAS, united in an effort to raise public awareness, communities throughout King County are participating in local Affordable Housing Week efforts to inform the public of the critical need to preserve and/or increase affordable housing in our communities; and

WHEREAS, the City, as part of the Growth Management Act, has adopted a Housing Element as part of its Comprehensive Plan which includes goals and policies to address housing needs for households of all income levels and types of households including the homeless and persons with special needs; and

WHEREAS, the City is a member of ARCH, a nationally recognized organization, the supports the efforts of its members to create affordable housing in our city and communities throughout East King County,

NOW THEREFORE, I, Andrew J. Rheume, Mayor of the City of Bothell, do hereby proclaim the week of May 16-22 as

AFFORDABLE HOUSING WEEK IN THE CITY OF BOTHELL

Signed this 17th Day of May, 2016

Andrew J. Rheume
Mayor

Laura Hathaway
City Clerk

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Bothell City Council
AGENDA BILL SUMMARY

Meeting Date: May 17, 2016

AB #16-080

Action Item: X Study Session Item: Special Presentation:

Subject: **Consider Approval of April 2016 Vouchers**

Budget Impact and Source of Funds: Various

Contact Person/Department: Tami Schackman, Finance Director

EXECUTIVE SUMMARY:

The attached voucher lists are listings of all checks that have been approved and paid by the City Auditor on a monthly basis.

COUNCIL PROCESS: Item on Consent

- Council Consider as Part of its Consent Agenda

HISTORY:

- City Council adopted an ordinance on June 5, 2000, appointing the Finance Director/City Treasurer as City Auditor to approve vouchers for weekly payment. Consistent with state statutes, the City Council is then required to ratify this action.

RECOMMENDED ACTION:

Approve checks 181, 4082016, and 133305 through 133739 (2,383,308.78) for April 2016 that were approved and paid by the City Auditor.

ATTACHMENTS:

1. Check listings for the period April 1 - 30, 2016. (Council distribution only. Check listing available for review in Finance.)

Acting City Manager Approval:  Date: 05/09/2016

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Bothell City Council
AGENDA BILL SUMMARY

Meeting Date: May 17, 2016

AB # 16-081

Action Item: X

Study Session Item:

Special Presentation:

Subject: Consider Approval of Comment Letters for King County Metro Long Range Plan and Sound Transit 3 Draft System Plan

Budget Impact and Source of Funds: N/A

Staff Presenter/Department: Sherman Goong, P.E., Transportation Planner
Steven Morikawa, P.E., Capital Program Manager

EXECUTIVE SUMMARY:

King County Metro Transit (Metro) staff presented the Metro Connects long range vision and plan to Council at the May 10, 2016 Study Session. City staff prepared a comment letter that was attached to the Council packet for review. However, based on Council comments at the Study Session and additional comments provided by Metro following the meeting, a modified comment letter is attached for Council review. Comments on the plan are due to Metro by June 1, 2016.

Metro released their draft long range vision and plan titled "Metro Connects" for public comment on April 18, 2016. The draft long range vision and plan addresses the transit agency's expansion and improvement program to the Year 2040. It also outlines the vision and service network for 2025 when the known and funded Sound Transit (ST) projects are expected to be complete and is intended to coordinate with ST's and other regional transit plans to provide a unified service program. The following elements relative to Bothell are proposed and included in the plan, although no language cites the City of Bothell specifically to receive the actual elements indicated in the network system graphics:

- Enhanced Frequency - An expansion of the Rapid Ride program will be provided along the SR 522 Corridor with buses arriving every 5 to 15 minutes all day long.
- Expanded Express Service - Addition of scheduled fixed route buses will only make stops at 1-2 mile increments from Downtown/UW Bothell/Cascadia campus through South Bothell along the Waynita Way/100th Avenue NE Corridor to Kirkland, along SR 522 to Seattle, and to Woodinville.
- Enhanced Local Service - An Alternative Services program will provide flexible local service throughout the City under a two-year demonstration program using a number of innovative transportation options such as real-time rideshare, community-share vans, and commuter trip pool programs, for connecting the first and last mile of transit trips to specific destinations and Park-and-Ride facilities.

Additionally, based on the May 10, 2016 presentation by ST staff, more detailed plan information provided by ST staff regarding the 405 BRT Program, and Council input, City staff is providing a supplementary comment letter to Sound Transit for Council review that will be submitted to the

ST Board for consideration. The supplementary comments are based on proposed I-405 BRT routing plans that will remove direct service to the University of Washington Bothell/Cascadia College campus and downtown Bothell. This would require riders to transfer from the I-405 BRT route to an intersecting route destined for the campus, the park and ride, or downtown from the NE 195th Street off ramps at I-405. City staff feels this routing revision would negatively impact the campus and downtown ridership and use of the existing King County Park-and-Ride at SR 522. Although the ST comment period officially ended on April 29th, ST staff suggested submitting additional comments given that the route revision was not made clear in previous ST3 Plan documents.

COUNCIL PROCESS: Item on Consent

- Council consideration as part of Consent Agenda

HISTORY:

- May 10, 2016 - King County Metro Transit and Sound Transit staff presented the draft Metro Connects Plan and the Sound Transit 3 Draft Plan to City Council in a joint meeting with Community Transit.

RECOMMENDED ACTION:

Consider Approval of comment letters for King County Metro Transit Long Range Plan and Sound Transit 3 Draft System Plan.

ATTACHMENTS:

1. King County Metro Long Range Transit Jurisdiction Comment Letter
2. Sound Transit 3 Draft System Plan Supplementary Comment Letter

City Manager Approval: _____



Date 05/13/2016

May 18, 2016

REVISED DRAFT COMMENT LETTER

Rob Gannon
General Manager
King County Metro Transit
201 S Jackson St., Suite 415
Seattle, WA 98104

RE: City of Bothell Comments on *Metro Connects*, King County Metro's Long Range Vision and Plan

Dear Mr. Gannon:

Thank you for this opportunity to comment on the Metro Connects draft long range vision and plan. Bothell has invested heavily in transit improvements to create a transit and pedestrian-friendly downtown core. Historically, Bothell has been underserved by transit in comparison to surrounding communities. However, the City has continued developing and designing transit facilities to accommodate transit service in the future and achieve the transit oriented vision identified in City plans.

Our review of the Metro long range plan indicates that the following elements relative to Bothell are proposed and included, although no language cites the City of Bothell specifically to receive the actual elements indicated in the network system graphics:

- An expansion of the Rapid Ride program will be provided along the SR 522 Corridor to address frequency of service enhancements with buses arriving every 5 to 15 minutes all day long.
- Expanded Express service which schedules buses to make stops at 1-2 mile increments will be provided from downtown Bothell through South Bothell along the Waynita Way/100th Avenue NE Corridor to Kirkland, SR 522 to Seattle, and to Woodinville. However, there is no service identified to serve downtown Bothell or the UW Bothell/Cascadia College campus from I-405 to/from destinations beyond Kirkland and in fact routes that currently serve the existing downtown Bothell Park-and-Ride (ST 535 and Metro 342) are planned to be rerouted or eliminated. Eliminating routes serving the downtown through the campuses would essentially require transit riders to board a route for less than a mile and make a transfer to board routes destined for locations beyond Kirkland and north of Bothell.
- Alternative services program which provides local service through a two-year demonstration program using a number of different transportation options such as real-time rideshare and community vans for connecting the first and last mile of transit trips.

We understand the Metro long range plan relies heavily on jurisdiction support to complete the long range network plans. The City of Bothell has advocated strongly for the Sound Transit 3 plans to complete the SR 522 BAT lanes and provide for an additional Park-and-Ride in downtown Bothell to supplement the existing King County Metro SR 522 Park-and-Ride and provide additional parking capacity. The Metro Connects Plan is also relying heavily on Sound Transit BRT service along I-405 to provide the regional connections between Bothell and Kirkland and shows minimal, if any, connections to the Eastside beyond the City of Kirkland with the exception of the ST3 HCT plans.

Since there are no facility improvements except for Rapid Ride stations, Metro will need to collaborate closely with Sound Transit and Community Transit to coordinate the system schedules and not over replicate service rather expand service. To complete the regional connection between the Eastside and I-5, and between King and Snohomish County, we urge King County Metro to also consider implementing additional service to Bothell through the University of Washington Bothell/Cascadia College campus and downtown, to the Eastside cities. Abandoning the existing SR 522 Park-and-Ride would have a negative impact to downtown Bothell and campus ridership and actually counteract the benefit provided by a new Park-and-Ride on the 185th Street transit corridor. Bothell desires the existing service to remain and expanded to explore transit-oriented development at the existing SR 522 Park-and-Ride.

The timeline to begin the Alternative Services program for enhancing local service is a six month to one year process to implement all phases and operations of the various travel modes. There is no timeline for the Metro Connects frequency and express service elements to begin or the length of time needed before those additional routes come online.

The City needs transit to be a reliable and resourceful means of transportation for its residents and those employed here. The continued growth of the region relies on mass transit options as a means of travel. We urge King County Metro to consider the above requests to document into their long range planning packages to ensure a balanced, workable system that can be supported regionally. Thank you for this opportunity to comment.

Sincerely,
City of Bothell

Andrew J. Rheume
Mayor

cc: Sherman Goong, Transportation Planner
Christina O'Claire, King County Metro Strategy and Performance Manager

May 18, 2016

Sound Transit Board
c/o Board Administrator
Sound Transit
401 South Jackson Street
Seattle, WA 98104

RE: City of Bothell's Sound Transit 3 Draft System Plan Supplemental Comments

Dear Board Members:

We understand that the original comment deadline of April 29th has passed. However, upon discovering new routing information related to the ST3 I-405 BRT system through a Council presentation from ST staff on May 10, 2016, we were encouraged by your ST staff to submit supplemental comments regarding the ST3 405 BRT routing and station plans.

The City of Bothell is supportive of I-405 Bus Rapid Transit; however, we have concerns about aspects of the project as currently proposed. As stated in the City's previous comment letter, the plan to utilize general purpose lanes from SR 522 to I-5 will not result in reliable, rapid transit. We are requesting that Sound Transit deliver full BRT in the I-405 corridor, as described in the WSDOT I-405 Master Plan by adding in-line stations in Bothell.

Bothell's supplemental comment concerns the plan to reroute the current ST 535 route away from the existing downtown Park-and Ride and UW Bothell/Cascadia College Campus will have a negative impact to the campus and downtown Bothell ridership. The future plan expects these users to board a new planned route for less than a mile and then make a transfer to the regional BRT system. It will result in a situation that can be described as too close to catch a bus but too far to walk. Continuing the BRT route on the I-405 mainline and bypassing the campus and downtown Bothell may be a system improvement but does not improve the Bothell transit rider experience and may even discourage it.

In addition, Sound Transit's plan to reroute the ST 535 route in conjunction with Metro's plan to eliminate their current routes serving the existing SR 522 Park-and-Ride effectively abandons the existing King County Park-and-Ride and actually counteracts the benefit provided by a new Park-and-Ride on the 185th Street transit corridor by eliminating the existing 175 Park-and-Ride spaces. Bothell desires continuing the existing service to the Park-and Ride along with expanded service to explore potential transit-oriented development at the existing SR 522 Park-and-Ride. The City has worked with planners from Sound Transit for over a decade to develop a common vision of a NE 185th Street park and ride and the existing SR 522 King County Park and Ride, this decision is inconsistent with that vision.

We believe there are feasible and workable options that can serve the 405 BRT, downtown Bothell, and the campuses without the elimination of existing Park-and Ride spaces.

Sound Transit Board
City of Bothell comments to ST3 Draft System Plan
May 18, 2016
Page 2

The City has spent many years working with Sound Transit, Metro and Community Transit planning staff to create a downtown Bothell vision that supports transit. We hope that you will consider these concerns and make the modifications necessary to address them in your final adopted plan. If you have any questions, please do not hesitate to contact Acting City Manager Peter Troedsson at Peter.Troedsson@bothellwa.gov or (425)806-6142.

Sincerely,
City of Bothell

Andrew J. Rheume
Mayor

cc: Erin Leonhart, Public Works Director
Sherman Goong, Transportation Planner

Bothell City Council
AGENDA BILL SUMMARY

Meeting Date: May 17, 2016

AB #16-082

Action Item: X Study Session Item: Special Presentation:

Subject: Consider Approval of Construction Contract with Razz Construction, Inc., for Construction of the Sammamish River Side Channel Restoration Project

Budget Impact and Source of Funds: \$786,684.41 from the Capital Storm and Surface Water 2015/2016 Budget

Staff Presenter/Department: Regina Derda, Public Works Project Engineer

EXECUTIVE SUMMARY:

The City's Sammamish River Side Channel Restoration Project is located in the Sammamish River Park, west of 102nd Avenue NE.

The project will:

- Hydraulically reconnect a 1,080 ft. relic side channel and floodplain to the Sammamish River and provide accessible off-channel rearing habitat for salmonids, with an emphasis on Chinook and Coho salmon;
- Enhance 6.4 acres of reed canary grass dominated relic floodplain wetlands with extensive patches of native scrub-shrub wetland plants;
- Replant approximately 1.5 acres of blackberry dominated riparian habitat with native floodplain trees and shrubs; and,
- Utilize the channel cut spoils material to create one acre of elevated floodplain areas suitable for tree plantings, thereby enhancing the vertical riparian forest habitat structure.

The City received two construction grants in fall of 2015 for the project: King County Cooperative Watershed Management Funds (KC-CWM) of \$315,114 and a King Conservation District grant of \$40,000. (Neither of these grants were presented to Council for approval because they do not require any City match.)

In February 16, 2016, Council approved a resolution and receipt of Salmon Recovery Funding Board (SRFB) grant of \$602,324 to construct the Sammamish River Off Channel Restoration Project.

On April 12, 2016, eight bids were received for this project. The lowest responsive bid was \$786,684.41, submitted by Razz Construction, Inc. (Attachment 2). The engineer's estimate is \$854,900. After evaluating the bids, staff recommends that Council award the construction contract to Lakeside Industries. Construction is anticipated to begin in June 2016.

COUNCIL PROCESS: Item on Consent

- Council consideration as part of Consent Agenda

HISTORY:

- May 2014, Council approved a professional services agreement with R2 Resource Consultants, Inc., in the amount of \$186,333, for engineering design services for the Sammamish River Side Channel Restoration project
- November 2015, the City Manager approved Supplemental Agreement No. 1 with R2 Resources Consultants, Inc., in the amount of \$38,849.38, for additional engineering design and permitting services for the Sammamish River Side Channel Restoration project

RECOMMENDED ACTION:

Authorize the City Manager to enter into a construction contract with Razz Construction, Inc., in the amount of \$786,684.41, for construction of the Sammamish River Side Channel Restoration Project.

ATTACHMENTS:

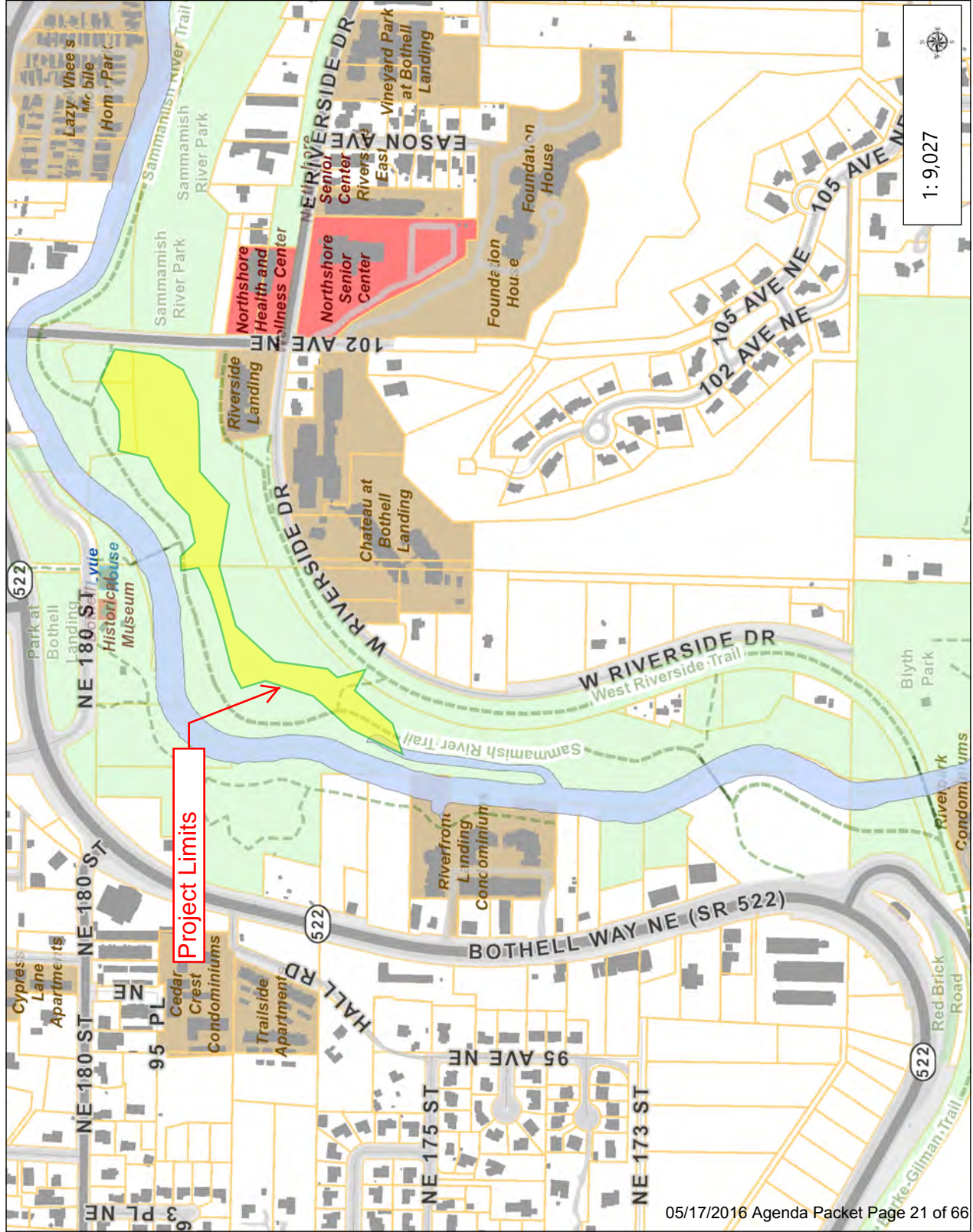
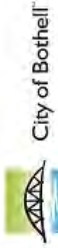
1. Vicinity Map
2. Bid Tabulation

City Manager Approval: _____



Date: May 11, 2016

Project Limits Sammamish River Side Channel Restoration



The City of Bothell delivers this data (map) in an AS-IS condition. GIS data (maps) are produced by the City of Bothell for internal purposes. No representation or guarantee is made concerning the accuracy, currency, or completeness of the information provided.

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| PUBLIC WORKS DEPARTMENT CAPITAL IMPROVEMENT PROJECT BIDDING RESULTS | | | | | | | | | |
|---|-----|---|------|---------|------------|-------------|------------|-------------|------------|
| SAMAMISH RIVER OFF-CHANNEL HABITAT RESTORATION PROJECT | | | | | | | | | |
| ENGINEER'S ESTIMATE: Sammamish River Off-Channel Habitat at Restoration Project | | | | | | | | | |
| Total Cost Estimate: \$ 854,884.52 | | | | | | | | | |
| BID Schedule A: Roadway Improvements | | | | | | | | | |
| Qty. | No. | Item Description | Unit | Measure | Unit Price | Total Price | Unit Price | Total Price | Unit Price |
| LS | 1 | 1.04 Traffic Control <td>LS</td> <td>1</td> <td>\$ 61.47</td> <td>\$ 61.47</td> <td>\$ 61.47</td> <td>\$ 61.47</td> <td>\$ 61.47</td> | LS | 1 | \$ 61.47 | \$ 61.47 | \$ 61.47 | \$ 61.47 | \$ 61.47 |
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Bothell City Council
AGENDA BILL SUMMARY

Meeting Date: May 17, 2016

AB #16-083

Action Item: X Study Session Item: Special Presentation:

Subject: Consider Approval of a Professional Services Agreement with R2 Resource Consultants, Inc., for Construction Engineering Support for the Sammamish River Side Channel Restoration Project

Budget Impact and Source of Funds: \$60,395.52 from the Capital Storm and Surface Water 2015/2016 Budget

Staff Presenter/Department: Regina Derda, Public Works Project Engineer

EXECUTIVE SUMMARY:

The City's Sammamish River Side Channel Restoration Project is located in the Sammamish River Park, west of 102nd Avenue NE.

The project will:

- Hydraulically reconnect a 1,080 ft. relic side channel and floodplain to the Sammamish River and provide accessible off-channel rearing habitat for salmonids, with an emphasis on Chinook and Coho salmon;
- Enhance 6.4 acres of reed canary grass dominated relic floodplain wetlands with extensive patches of native scrub-shrub wetland plants;
- Replant approximately 1.5 acres of blackberry dominated riparian habitat with native floodplain trees and shrubs; and,
- Utilize the channel cut spoils material to create one acre of elevated floodplain areas suitable for tree plantings, thereby enhancing the vertical riparian forest habitat structure.

The City received two construction grants in fall of 2015 for the project: King County Cooperative Watershed Management Funds (KC-CWM) of \$315,114 and a King Conservation District grant of \$40,000. (Neither of these grants were presented to Council for approval because they do not require any City match.)

In February 16, 2016, Council approved a resolution and receipt of Salmon Recovery Funding Board (SRFB) grant of \$602,324 to construct the Sammamish River Off Channel Restoration Project.

This construction engineering support agreement will provide: staking and site preparation, construction observation, documentation review of contractor submittals and requests for information, interpretation of plans and specifications, review of potential claims or change orders, design recommendations as a result of unforeseen conflicts; and post construction

Agenda Bill Summary

Subject: Consider Approval of a Professional Services Agreement with R2 Resource Consultants, Inc., for Construction Engineering Support for the Sammamish River Side Channel Restoration Project

Meeting Date: May 17, 2016

monitoring of the channel, fish presence, and restoration reporting to the permitting agencies.

R2 Resource Consultants, Inc., was selected by a consultant selection process and were determined to be the best fit for this project. Construction is anticipated to begin in June 2016.

COUNCIL PROCESS: Item on Consent

- Council consideration as part of Consent Agenda

HISTORY:

- May 2014, Council approved a professional services agreement with R2 Resource Consultants, Inc., in the amount of \$186,333, for engineering design services for the Sammamish River Side Channel Restoration project
- November 2015, the City Manager approved Supplemental Agreement No. 1 with R2 Resources Consultants, Inc., in the amount of \$38,849.38, for additional engineering design and permitting services for the Sammamish River Side Channel Restoration project

RECOMMENDED ACTION:

Authorize the City Manager to enter into a professional services agreement with R2 Resource Consultants, Inc., in the amount of \$60,395.52 and in substantially the same form as presented, for construction engineering support of the Sammamish River Off-Channel Habitat Restoration Project.

ATTACHMENTS:

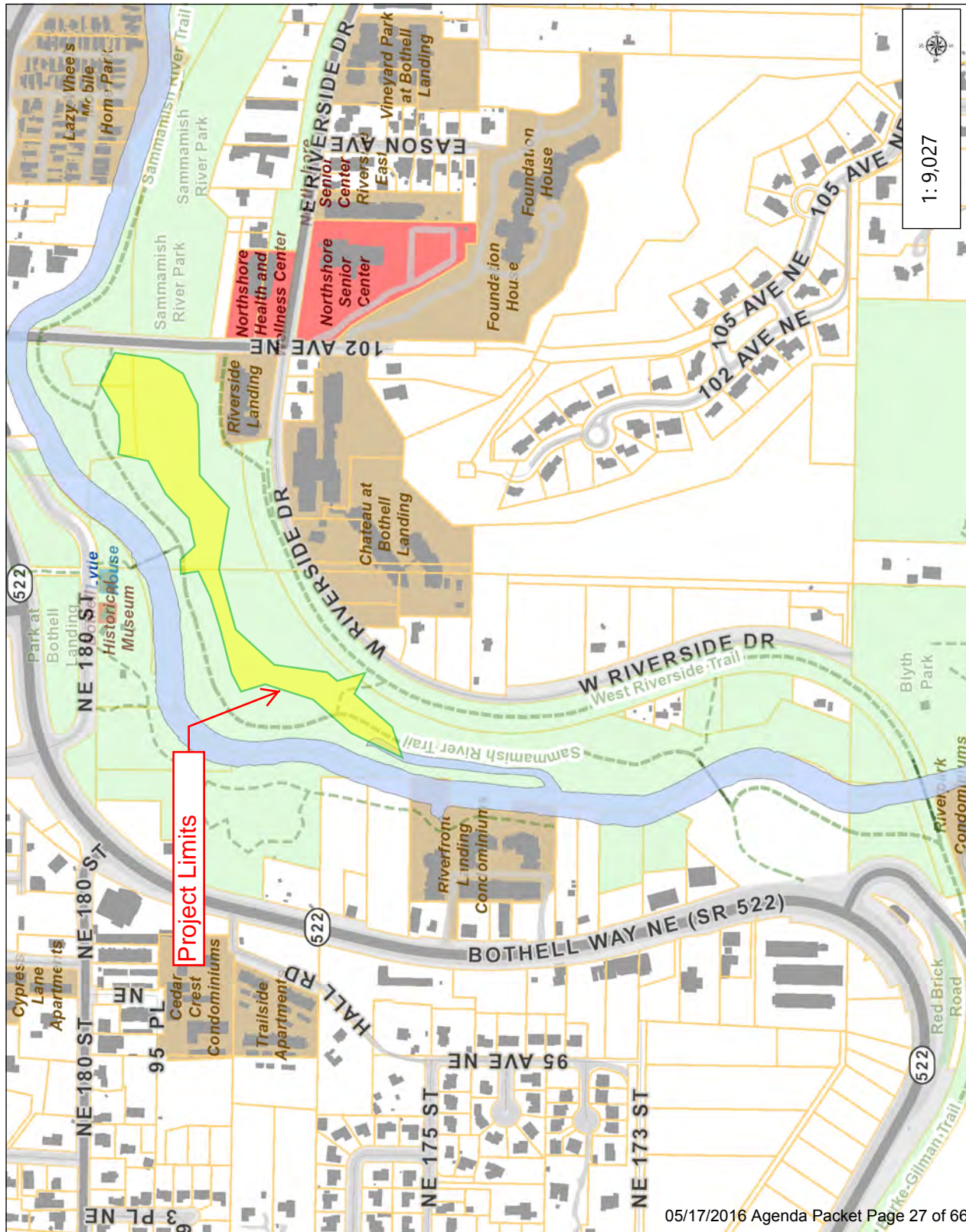
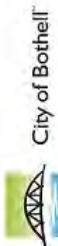
1. Vicinity Map
2. Professional Services Agreement

City Manager Approval: _____



Date: May 11, 2016

Project Limits Sammamish River Side Channel Restoration



Legend

- Sammamish River
- Public Off Road Trail
- Regional Trail
- Local Trail
- Parks
- Bridge
- Pavement
- Right Of Way
- Bothell Parcels (King County)
- Bothell Parcels (Snohomish County)
- Buildings
- Bothell City Limits
- Local Government
- Public Services
- School
- Business
- Mobile/Multi-Family
- Surrounding Cities

- Brier, Lynnwood, Shoreline, Woodinville
- Edmonds, Kirkland, Lake Forest Park
- Kenmore, Mill Creek, Mountlake Terrace
- Woodway

Notes

1:9,027

The City of Bothell delivers this data (map) in an AS-IS condition. GIS data (maps) are produced by the City of Bothell for internal purposes. No representation or guarantee is made concerning the accuracy, currency, or completeness of the information provided.

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CITY OF BOTHELL PROFESSIONAL SERVICES AGREEMENT

Contract No. _____

1. Parties.

This Professional Services Agreement, Contract No. _____ ("Agreement"), is entered into as of the Effective Date specified below between the City of Bothell, a Washington municipal corporation having its principal place of business at 18415 101st Avenue N.E., Bothell, Washington 98011 ("City"), and R2 Resource Consultants, Inc, a corporation organized under the laws of the State of Washington, located and doing business at 15250 NE 95th Street, Redmond WA 98052 ("Consultant").

2. Recitals.

2.1 City desires to obtain professional services for work related to Construction Engineering Support for the City's Sammamish River Side Channel Restoration Project located in the Sammamish River Park, west of 102nd Avenue NE.

2.2 City has solicited for such professional services as required by law, including RCW Chapter 39.80 if applicable.

2.3 Consultant represents that it is available and able to provide qualified personnel and facilities necessary for the work and services contemplated herein, and can accomplish the work and services within the required time period and in accordance with City's specifications and professional standards.

2.4 Consultant agrees to perform the work and services specified herein in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits and promises set forth herein, it is agreed by and between the parties as follows:

3. Terms and Conditions.

3.1 Services. City hereby retains Consultant, and Consultant agrees to perform in accordance with this Agreement, the work and services as set forth in the Scope of Services/Scope of Work, which is attached and incorporated by this reference as **Exhibit A** ("Services").

3.2 Payment.

3.2.1 City shall pay the Consultant for Services rendered based upon the Schedule of Charges, which is attached and incorporated by this reference as **Exhibit B** ("Schedule of Charges"). In no event shall the amount paid by City exceed the sum of \$60,395.52, including applicable sales taxes. This amount is the maximum amount to be paid under this Agreement and shall not be exceeded without prior written authorization from City in the form of a negotiated and executed supplemental agreement.

3.2.2 Consultant shall submit periodic invoices (but not more frequently than monthly) to City upon completion of the Services under the terms of payments as described in **Exhibit B**. City shall pay Consultant within forty-five (45) days of the receipt of a correct invoice in accordance with City's usual payment procedures. If City objects to all or any portion of any invoice, it shall so notify Consultant within twenty (20) days from the date of receipt but shall pay the undisputed portion of the invoice. The parties shall immediately make every effort to settle the disputed portion of any invoice.

3.2.3 Acceptance of any payment by Consultant shall constitute a release of all payment claims against City arising under this Agreement as to such portion of the Services. No payment to Consultant, whether periodic or final, shall constitute a waiver or release by City of any claim, right or remedy it may have against Consultant regarding performance of the Services as required by this Agreement.

3.3 Time of Performance. Consultant agrees that the Services shall begin immediately upon the Effective Date or City's issuance of a Notice to Proceed, whichever is applicable, and Consultant shall continue to perform the Services with due diligence. In no event shall completion of the Services be delayed beyond December 31, 2017. The Schedule of Charges and time for performance of the Services shall not be increased because of any delays or costs attributable to Consultant. In the event of a delay not attributable to Consultant, which could not be reasonably anticipated and which results in an increase in costs to perform the Services, City may at its discretion, through the execution of an amendment or supplemental agreement, increase the Schedule of Charges and/or time for performance of the Services.

3.4 Relationship of Parties. Consultant is an independent contractor under this Agreement, and the parties intend that an independent contractor-client relationship is the only relationship created by this Agreement. No employee, agent, representative or subconsultant of Consultant shall be or shall be deemed to be the employee, agent representative or subconsultant of City. Consultant has no authority, and will not represent itself to have authority, to legally bind City or otherwise act for, or on City's behalf. None of the compensation or other benefits provided by City to its employees shall be available to Consultant's employees, agents, representatives or subconsultants. Consultant shall be solely responsible for all compensation, taxes, withholding, and other benefits due to its employees, agents, representatives and subconsultants. Consultant shall be solely responsible for its acts and omissions and for the acts and omissions of Consultant's agents, employees, representatives and subconsultants during performance of this Agreement. On or before the Effective Date, Consultant shall file, maintain and/or open all necessary records with the Internal Revenue Service and the State of Washington, and as may be required by RCW 51.08.195, to establish Consultant's status as an independent contractor.

3.5 Services Performed at Consultant's Risk. Consultant shall take all precautions reasonably necessary to perform the Services and shall be responsible for the safety of its employees, agents and subconsultants in the performance of the Services.

3.6 Supervision, Inspection and Performance.

3.6.1 Even though Consultant is an independent contractor with the authority to control and direct the performance and details of the Services, the Services must meet the

approval of City and shall be subject to City's general right of inspection and supervision to secure the satisfactory completion of this Agreement.

3.6.2 Consultant represents that it has or will obtain all personnel necessary to perform the Services and that such personnel shall be qualified, experienced, and licensed as may be necessary or required by applicable laws and regulations to perform the Services. All Services shall be performed by Consultant, its employees, or by subconsultants whose selection has been authorized by City; provided that City's authorization shall not relieve Consultant or its subconsultants from any duties or obligations under this Agreement, or at law, to perform the Services in a satisfactory and competent manner. Consultant shall ensure that all contractual duties, requirements and obligations that Consultant owes to City shall also be owed to City by Consultant's subconsultants retained to perform the Services.

3.6.3 Consultant shall be responsible for the professional quality, technical adequacy, accuracy, timely completion, and coordination of the Services and all plans, designs, drawings, specifications, reports, and other work performed pursuant to this Agreement. Consultant shall perform the Services in accordance with the standard of care of its profession in the same or similar localities at the time services are performed. Consultant shall be responsible for the professional standards, performance, and actions of all persons and firms performing the Services under this Agreement. Consultant shall, without additional compensation, correct any specific breach of a contractual obligation in the Services and revise any errors or omissions in any plans, designs, drawings, specifications, reports, and other products prepared under this Agreement.

3.7 Termination of Agreement.

3.7.1 Termination by City for Consultant's Default. City may terminate this Agreement, in whole or in part and at any time, in writing if Consultant substantially fails to fulfill any or all of its material obligations through no fault of City. If City terminates all or part of this Agreement for default, City shall determine the amount of Services satisfactorily performed to the date of termination and the amount owing to Consultant using the criteria set forth below; provided that (a) no amount shall be allowed for anticipated profit on unperformed Services or other work, and (b) any payment due to Consultant at the time of termination may be adjusted to the extent of any additional costs City incurs or will incur because of Consultant's default. In such event, City shall consider the actual costs incurred by Consultant in performing the Services to the date of termination, the amount of Services originally required which was satisfactorily completed to the date of termination, whether the Services or deliverables were in a form or of a type which is usable and suitable to City at the date of termination, the cost to City of either completing the Services itself or employing another firm to complete the Services in addition to the inconvenience and time which may be required to do so, and other factors which affect the value to City of the Services performed to the date of termination. Under no circumstances shall payments made under this provision exceed the Schedule of Charges. This provision shall not preclude City from filing claims and/or commencing litigation to secure compensation for damages incurred beyond that covered by withheld payments.

3.7.2 Termination by City for Convenience. City may terminate this Agreement, in whole or in part and at any time, for the convenience of City. City shall terminate by delivery to Consultant a notice of termination specifying the extent of the termination and the

effective date of termination. If City terminates this Agreement for convenience, City shall pay Consultant the amount otherwise due in accordance with this Agreement for Services satisfactorily performed to the date of termination.

3.7.3 Termination by Consultant. Consultant may terminate this Agreement in the case of a material breach and upon failure of City to remedy said breach within ten (10) days of written notice by Consultant of such breach. Consultant may also terminate the Agreement if key personnel and/or facilities are lost due to an act of God or other catastrophe creating a situation under which Consultant is physically unable to perform. Consultant's notice of termination shall be in writing.

3.8 Discrimination. When hiring of employees to perform Services, and in any subcontract arising hereunder, Consultant, its subconsultants, or any person acting on behalf of Consultant or subconsultant shall not, by reason of race, religion, color, age, sex, national origin or the presence of any sensory, mental or physical handicap, veteran status, or sexual orientation, discriminate against any person who is qualified and available to perform the Services to which the employment relates.

3.9 Indemnification and Compliance with Law.

3.9.1 The indemnification and defense obligations specified in this Section 3.9 ("Indemnity Obligations") have been mutually negotiated and shall survive the expiration, abandonment, or termination of this Agreement. The Indemnity Obligations shall extend to claims that are not reduced to a suit and to any claims that may be compromised prior to the culmination of any litigation or the institution of any litigation. Inspection, acceptance or payment by City of or for any Services performed by Consultant shall not be grounds for avoidance of any Indemnity Obligations.

3.9.2 Consultant's duty to indemnify the City under this Agreement varies, as more particularly set forth below, depending on the circumstances that give rise to the obligation of indemnity. However, the Consultant's indemnity obligation shall extend – under any and all such circumstances – to all liability, claims, damages, losses and expenses incurred by the City, whether direct, indirect, consequential, and specifically including (but not limited to) any attorneys' and consultants' fees and other expenses of litigation or arbitration (for convenience, these are collectively referred to as "losses") that arise from the particular act or omission giving rise to the indemnity obligation.

3.9.2.1 General Indemnity. Except to the extent subject to one of the more specific indemnity obligations set forth below, Consultant shall defend, indemnify, and hold the City, including its officers, employees, agents and volunteers, harmless from any and all losses and claims including any and all claims for personal injury, bodily injury, including death, or damage to property which are caused, or alleged to be caused, in whole or in part, by any act or omission of Consultant. This obligation of indemnity includes negligent acts, which are concurrent, contributory, or both by the City. The obligation of indemnity under this Subparagraph does not, however, extend to losses caused by the sole negligence of the City.

3.9.2.2 Professional Errors and Omissions. For any losses that arise from any error, omission or other malpractice in the exercise of Consultant's professional judgment in the performance of architectural, landscape architectural, engineering, or land surveying services such that RCW 4.24.115 would apply, Consultant shall defend, indemnify, and hold the City harmless from all such losses to the extent caused, or alleged to be caused, by any violation of law, including state, federal or municipal law or ordinance, or negligent act, omission, breach of contract, or willful or intentional misconduct of Consultant. The obligation of indemnity under this Subparagraph does not, however, extend to losses caused by the negligence (whether sole, concurrent or contributory) of the City.

3.9.2.3 Construction Claims. In the event that this Agreement is relative to the construction, alteration, repair, addition to, subtraction from, improvement to, or maintenance of any building, highway, road, excavation, or other structure, project, development, or improvement attached to real estate (specifically including moving or demolition in connection therewith) and therefore subject to Section 4.24.115 of the Revised Code of Washington, Consultant shall defend, indemnify and hold harmless the City from all losses to the extent caused, or alleged to be caused, by any violation of law, including state, federal or municipal law or ordinance, or any negligent act or omission of Consultant. The obligation of indemnity under this Subparagraph does not, however, extend to losses caused by the negligence (whether sole, concurrent or contributory) of the City.

3.9.3 In any and all claims against the City by any employee of Consultant, the indemnification obligations set forth above shall not be limited in any way by any limitation on the amount or type of damages or compensation benefits payable by or for Consultant under the applicable worker's or workmen's compensation, benefit, or disability laws (including but not limited to, the Industrial Insurance laws, Title 51 of the Revised Code of Washington). Consultant expressly waives any immunity Consultant might have under such laws, and, by entering into this Agreement, acknowledges that this waiver has been mutually negotiated.

3.9.4 The obligations of this Paragraph shall not be construed to negate, abridge, or otherwise reduce any other right or obligation which would otherwise exist as to any person or entity described in this paragraph.

3.9.5 For purposes of this Paragraph only, the term "City" shall mean and include the City and its council members and other elected officials, other officers, employees, and agents, and the term "Consultant" shall mean and include Consultant, all of its Subconsultants and suppliers at all tiers, agents, and any other person directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable.

3.9.6 The parties recognize that one party may have unique knowledge or involvement in the acts that certain claims are based on; therefore, the parties agree that upon receipt or service of a claim arising out of or related to the work or project which is the subject of this Contract, the parties hereto will cooperate in good faith in the defense of any claim. The intent and purpose of this subsection is to ensure the good faith cooperation of both parties in the defense of any claim initially so that all necessary knowledge and personnel are made available to each other in order achieve the best claim defense possible.

3.9.6.1 The parties agree that they each have the right to tender the defense of any third party claims to the other party without violating the provisions of this section. However, notwithstanding any other provision in this section, in the event that either party fails to accept tender from the other party, the parties agree that it is their intent that they will cooperate and initially defend any claims arising out of, in connection with, or incident to their own acts, regardless of the type or characterization of the act(s) and each party is free to assert such defenses, claims, counterclaims and third party claims as they deem appropriate.

3.9.6.2 At the time that liability for any disputed claim is ultimately determined by agreement, as a result of any agreed or mandatory dispute resolution process, or by final order of a court of competent jurisdiction, the parties will reimburse each other for any defense costs and claims costs and payments or judgment satisfaction that may have been incurred pursuant to the provisions of this subsection and which would not have been required of that party under the provisions of subsections 3.9.1 through 3.9.5 if their initial tender of defense had not been improperly rejected.

3.10 Insurance. Unless otherwise stated in Exhibit C, the following insurance requirements shall apply.

3.10.1 Insurance. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

3.10.2 No Limitation. Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

3.10.3 Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. Professional Liability insurance appropriate to the Consultant's profession.

3.10.4 Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

3.10.5 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City. In the event that such endorsement cannot be obtained from Consultant's insurance carrier, Consultant shall be responsible for providing notice in accordance with the terms of this provision.

3.10.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

3.10.7 Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work, which is attached and incorporated by this reference as **Exhibit C** ("Consultant's Certificate(s) of Insurance").

3.11 Records, Documents and Audits.

3.11.1 Original documents, drawings, designs and reports developed under this Agreement, whether in written or electronic format, shall belong to and become the property of City, and shall be promptly delivered to City as required by the Services or at the termination of this Agreement. All written information submitted by City to Consultant in connection with the Services will be safeguarded by Consultant to at least the same extent as Consultant safeguards like information relating to its own business. If such information is publicly available, is already

in Consultant's possession or known to it, or is rightfully obtained by Consultant from third parties, Consultant shall bear no responsibility for its disclosure, inadvertent or otherwise.

3.11.2 City acknowledges that the documents prepared by Consultant are prepared specific to the project described herein. If City modifies or uses any of said documents for other projects or purposes without the written approval of Consultant, City releases Consultant from all responsibility for any errors or omissions therein with respect to such modification or other use.

3.11.3 Consultant and its subconsultants shall maintain books, records, documents, and other evidence directly pertinent to performance of the Services in accordance with generally accepted accounting principles and practices consistently applied. City or any duly authorized representative shall have access to and be permitted to inspect such books, records, documents, and other evidence for the purpose of audit, examination and copying for a period of six (6) years after completion or termination of the Agreement, whichever is later. Audits conducted under this Section 3.11 shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing or auditing agency.

3.12 Disputes and Remedies.

3.12.1 Choice of Law; Venue. This Agreement shall be interpreted in accordance with the laws of the State of Washington. The Superior Court of King County, Washington, shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.

3.12.2 Dispute Resolution. All claims, counterclaims, disputes, and other matters in question between City and Consultant arising out of or relating to this Agreement shall be referred to the City Manager or a designee for determination, together with all pertinent facts, data, contentions, and so forth. The City Manager shall consult with Consultant's representative and make a determination within thirty (30) calendar days of such referral. Should the claims, counterclaims, or disputes not be resolved by the City Manager's decision, the parties shall refer the matter to professional mediation in Seattle, Washington, which shall be conducted within thirty (30) calendar days of the City Manager's decision. The cost of mediation shall be shared equally. No civil action on any claim, counterclaim, or dispute may be commenced until thirty (30) days following such mediation. In the event of litigation between Consultant and City to enforce the rights under this Agreement, reasonable attorney fees and expenses shall be allowed to the prevailing party.

3.12.3 Remedies. City's rights and remedies in this Agreement are in addition to all other rights and remedies provided by law. City may exercise such rights and remedies in any order and at any time as it determines necessary or appropriate.

3.13 Notice. All communications regarding this Agreement shall be sent to the parties at the addresses listed below, or at such other address as given pursuant to this Section, and shall be effective on the next business day if sent by registered or certified mail or deposited with an overnight delivery service.

City of Bothell
Public Works Department
Attention: Regina Derda
18415 101st Ave NE
Bothell, WA 98011

R2 Resource Consultants, Inc.
Attention Paul DeVries
15250 NE 95th Street
Redmond WA 98052

3.14 Entire Agreement. The written terms and provisions of this Agreement, together with all referenced Exhibits, supersede all prior verbal statements of any officer or other representative of City, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and the referenced Exhibits.

3.15 Priority of Documents. In the event that the language and provisions of this Agreement are contrary to or conflict with any language or provisions set forth in any exhibit to this Agreement, the language and provisions of this Agreement shall control, and the contrary or conflicting language or provisions of the exhibit(s) shall be disregarded and shall be considered void.

3.16 Modification. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of City and Consultant.

3.17 Assignment. Any assignment of this Agreement by Consultant without the prior written consent of City shall be void.

3.18 Waiver. A waiver of any breach by either party shall not constitute a waiver of any subsequent breach.

3.19 Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

3.20 Counterparts. This Agreement shall be signed in duplicate or triplicate and may not be signed in counterparts.

3.21 Authorized Signatures. By their signatures below each party represents that it has taken all necessary steps and is fully authorized to sign for and on behalf of the named principal above.

3.22 Effective Date. This Agreement shall be effective on the last date entered by the parties below.

SIGNATURE PAGE FOLLOWS IMMEDIATELY

CITY OF BOTHELL

By: Robert S. Stowe
Its: City Manager

ATTEST/AUTHENTICATED:

Laura K. Hathaway
City Clerk

APPROVED AS TO FORM:

City Attorney _____ Date _____

CONSULTANT:

By: _____ Date _____
Its: _____

EXHIBIT A

Scope of Services/Scope of Work

[See Attached]

CITY OF BOTHELL
SAMMAMISH RIVER OFF CHANNEL HABITAT RESTORATION
CONSTRUCTION ENGINEERING AND MONITORING

Introduction

R2 was contracted by the City of Bothell (COB) to evaluate the feasibility of, and subsequently prepare engineering designs, bid documents, cost estimates, and permit applications for reconnecting and restoring ~1,100 ft of an old remnant channel and floodplain of the Sammamish River within the City of Bothell limits. The project was advertised for construction bids, and eight bidders responded. The COB desires further assistance from R2 with respect to construction administration and post-construction monitoring. This document details R2's proposed scope, budget, deliverables, and schedule for completing the work, as detailed below. Our proposed budget is presented in Appendix B, and includes hours by staff and task proposed. **The total estimated cost is \$60,395.52.** The level of effort reflects R2's understanding of specific requests made by and input from the COB concerning the nature of each task and the numbers of hours proposed for specific elements of each task in Appendix B.

Task 0: Project Management and Contract Administration

R2 contract administration costs are not built into our rates, and project management activities are not included in the efforts estimated for Tasks 1-3. This task includes these costs.

Task 1: Staking and Site Preparation

R2 will work with the selected construction contractor and the COB's construction inspector to ensure that the appropriate areas of specific activities as indicated in the Plans are marked appropriately in the field, and that dewatering and fish salvage efforts are appropriate. Specific actions include:

- Staking the approximate boundary of the area of reed canary grass floodplain to be mowed;
- Identifying and marking specific large trees for removal;
- Staking the approximate boundary of areas where channel excavation material is to be placed;
- Staking and/or flagging approximate boundaries of planting areas, distinguished by plant community type/action;
- Assisting with oversight of installation of water- and fish-exclusion sand bag cofferdams at the upstream and downstream locations, including marking approximate locations for cofferdam placement;
- Assisting with oversight of dewatering activities associated with excavation at the upstream culvert location and at various locations in the constructed channel; and
- Perform fish salvage at the upstream culvert water exclusion site.

Task 2: Excavation and Construction Administration

R2, with the assistance of its geotechnical engineering subcontractor (Zipper Geo Associates' ZGA), will provide supporting construction oversight to the COB's construction inspector. The timing of R2's and ZGA's presence will be coordinated with the inspector to optimize R2's time onsite. Assistance will be provided in the form of on-site presence at optimal times for the following elements:

- Excavation and installation of culverts, with monitoring of foundation preparation overseen by ZGA's design geotechnical engineer;
- Excavation of the new channel and disposal of spoils;
- Excavation and placement of habitat logs within selected pools;
- Placement of channel transition logs at each culvert location;
- Approval of plant materials delivered to the site, and of planting methods; and
- Reviewing contractor submittals and responding to contractor RFIs, via written documentation.

When and where deemed necessary based on observations while on site, a correction notice will be prepared by R2 and submitted in writing to the COB construction inspector. The notice will identify the deficiency and the recommended correction/action.

Task 3: Post Construction Monitoring

R2 will provide monitoring services the first year after construction is completed. Monitoring will include elements documenting implementation and effectiveness of the project. The following elements, time frame, and deliverables are proposed:

- During November or December 2016, after leaf fall, R2 will perform implementation monitoring. This will involve using a total station to perform an as-built survey of elevations and map locations and dimensions of completed project elements, including:
 - Longitudinal elevation profile of the channel and culverts;
 - Elevation of the inside corners of each culvert at the inlet and outlet;
 - Establish and survey a minimum of four (4) monumented channel cross-section profiles at representative locations;
 - Survey in locations of habitat and channel transition logs, and diameter and elevation on top of (i) each habitat log at the base of the trunk above the rootwad, and (ii) the hydraulic control elevation of the transition logs;
 - Delineate areal extent and survey topographic elevations of fill area; and
 - Delineate areas planted by vegetation community type following the key on sheets 14 and 15 in the plans.

The results will be tabularized, graphed, and/or depicted on maps in a concise Data Memorandum.

- After the as-built survey and mapping have been completed, R2 will edit the monitoring plan prepared previously for permitting. The plan will be updated with a more detailed description of field sampling protocols for elements addressing the five targets identified

in the monitoring plan, including identifying sampling locations, equipment/methods, timing and frequency, and QA/QC measures. Sampling locations and methods may be influenced by the implementation monitoring results. The sampling frequency will reflect the number of hours proposed in the attached budget spreadsheet. A draft of the updated plan will be reviewed by the COB, and finalized. This is expected to occur in December 2016.

- R2 will then initiate project effectiveness monitoring based on the protocols in the updated plan. Specific features that will be monitored include:
 - Fish presence sampling via snorkeling, netting, trapping, and/or electrofishing methods;
 - Water quality monitoring of water temperature, dissolved oxygen, conductivity, and pH;
 - Fish habitat in terms of depths and velocities in the new channel;
 - Channel changes in terms of width, depth, substrate character, and locations of concentrated erosion;
 - Fish passage conditions in the culverts during high flows;
 - Percent cover by vegetation type as described in the monitoring plan.

Monitoring will begin after finalizing monitoring protocols, and cover a 1- year period beginning ca. December 2016. Data, analysis results, and interpretations will be summarized in a concise technical memorandum that will be prepared in early December 2017. Comparison will be made to as-built conditions where relevant. A draft will be provided to the COB for review and finalized based on review comments.

EXHIBIT B

Schedule of Charges

[See Attached]

Sammamish River Off-Channel Habitat Restoration
R2 Cost Proposal - Assistance/Monitoring 2016, 2017
City of Bothell

April 18, 2016

| Tasks | | Total Cost | Labor Cost | Labor Hours | Direct Expenses | Year of Work (1) |
|--|--|-------------|-------------|-------------|-----------------|------------------|
| 1 Staking, Site Preparation | | \$7,368.50 | \$7,194.00 | 51 | \$174.50 | |
| Mowing Extent, Large Tree Removals | | \$1,026.00 | \$1,026.00 | 6 | \$0.00 | 2016 |
| Channel Layout | | \$720.00 | \$720.00 | 4 | \$0.00 | 2016 |
| Spoils Location | | \$848.00 | \$848.00 | 6 | \$0.00 | 2016 |
| Vegetation Zone/Plant Distribution Locations | | \$1,172.00 | \$1,172.00 | 8 | \$0.00 | 2016 |
| Cofferdam Installation Oversight | | \$720.00 | \$720.00 | 4 | \$0.00 | 2016 |
| Dewatering Oversight | | \$1,608.00 | \$1,608.00 | 12 | \$0.00 | 2016 |
| Fish Salvage | | \$1,274.50 | \$1,100.00 | 11 | \$174.50 | 2016 |
| 2 Excavation & Construction Monitoring | | \$26,069.90 | \$15,100.00 | 104 | \$10,969.90 | |
| Culverts | | \$13,354.40 | \$2,416.00 | 16 | \$10,938.40 | 2016 |
| Channel | | \$1,120.00 | \$1,120.00 | 8 | \$0.00 | 2016 |
| Large Wood Placement - Habitat Logs | | \$1,120.00 | \$1,120.00 | 8 | \$0.00 | 2016 |
| Large Wood Placement - Channel Transition Logs | | \$1,120.00 | \$1,120.00 | 8 | \$0.00 | 2016 |
| Plant Material Approval and Plant Installation | | \$3,320.00 | \$3,320.00 | 24 | \$0.00 | 2016 |
| RFIs/Submittal Responses | | \$6,035.50 | \$6,004.00 | 40 | \$31.50 | 2016 |
| 3 Monitoring | | \$24,983.12 | \$23,467.12 | 190 | \$1,516.00 | |
| As-Built Survey/Mapping | | \$3,731.00 | \$3,366.00 | 28 | \$365.00 | 2016 |
| Protocol Details | | \$1,658.60 | \$1,653.60 | 12 | \$5.00 | 2017 |
| Fish Sampling & Water Quality Monitoring | | \$4,950.42 | \$4,417.92 | 40 | \$532.50 | 2017 |
| Fish Habitat/Channel Change | | \$2,043.70 | \$1,851.20 | 17 | \$192.50 | 2017 |
| Fish Passage Monitoring | | \$3,307.60 | \$3,057.60 | 27 | \$250.00 | 2017 |
| Plant Establishment Monitoring | | \$4,990.52 | \$4,875.52 | 32 | \$115.00 | 2017 |
| Reporting | | \$4,301.28 | \$4,245.28 | 34 | \$56.00 | 2017 |
| 0 Project Administration | | \$1,974.00 | \$1,944.00 | 17 | \$30.00 | |
| PM | | \$1,974.00 | \$1,944.00 | 17 | \$30.00 | 2016 |
| Project Totals | | | | | | |
| Units | | | | 362 | | |
| Dollars | | \$60,395.52 | \$47,705.12 | | \$12,690.40 | |

(1) Estimate includes an annual rate increase of 4% effective every January 1st
 (2) Reimbursable expenses include a 10% fee.

| LABOR BUDGET | | | | | | | | | | | |
|-----------------|--------------|--------------|----------------|------------------------------------|-----------------------------|---------------------------------------|------------------------------------|-------------------------|------------------------------|-------------------------|--|
| Project Team | | | | | | | | | | | |
| Hourly Rate (1) | \$180.00 | \$122.00 | \$100.00 | \$171.00 | \$122.00 | \$100.00 | \$100.00 | \$122.00 | \$68.00 | \$100.00 | \$122.00 |
| | Paul DeVries | Brad Johnson | Matt Tiedemann | Kevin Felberston Wetland Scientist | Kate Knox Wetland Scientist | Catherine Morello Fisheries Biologist | Adam Weybright Fisheries Biologist | Clair Yoder WQ Engineer | Michelle McLaughlin Clerical | Sabrina Paros WPI Admin | Jody Breckenridge Contracts & Invoices |

| | | | | | | | | | | |
|----|---|---|----|----|----|---|---|---|---|---|
| 14 | 0 | 0 | 10 | 12 | 10 | 4 | 0 | 0 | 1 | 0 |
| | | | 6 | | | | | | | |
| 4 | | | | | | | | | | |
| 2 | | | | 4 | | | | | | |
| | | | 4 | 4 | | | | | | |
| 4 | | | | | | | | | | |
| 4 | | | | 4 | 4 | | | | | |
| | | | | | 6 | 4 | | | 1 | |

| | | | | | | | | | | |
|----|----|----|----|----|---|---|---|---|---|---|
| 36 | 24 | 12 | 12 | 20 | 0 | 0 | 0 | 0 | 0 | 0 |
| 8 | 8 | | | | | | | | | |
| 4 | | 4 | | | | | | | | |
| 4 | | 4 | | | | | | | | |
| 4 | | 4 | | | | | | | | |
| | | | 8 | 16 | | | | | | |
| 16 | 16 | | 4 | 4 | | | | | | |

| | | | | | | | | | | |
|----|---|----|----|----|----|----|---|---|---|---|
| 14 | 0 | 40 | 22 | 40 | 38 | 24 | 6 | 0 | 6 | 0 |
| 2 | | 12 | 2 | 12 | | | | | | |
| 2 | | | 2 | 4 | 4 | | | | | |
| 2 | | | | | 18 | 16 | 4 | | | |
| 1 | | 8 | | | | 8 | | | | |
| 3 | | 12 | | | 12 | | | | | |
| | | | 16 | 16 | | | | | | |
| 4 | | 8 | 2 | 8 | 4 | | 2 | | 6 | |

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4 | 4 | 6 |
| 3 | | | | | | | | 4 | 4 | 6 |

| | | | | | | | | | | |
|----------|---------|---------|---------|---------|---------|---------|-------|-------|---------|-------|
| 67 | 24 | 52 | 44 | 72 | 48 | 28 | 6 | 4.0 | 11 | 6 |
| \$12,060 | \$2,928 | \$5,200 | \$7,524 | \$8,784 | \$4,800 | \$2,800 | \$732 | \$272 | \$1,100 | \$732 |

| OFFICE EXPENSES | | | | | | |
|---|--|---|------------------------------------|---------------------------------|----------------|---------------------|
| Office Expenses (including fees and Escalation) | Copying/Reproduction - b&w 8 1/2x11 (per page) | Copying/Reproduction - b&w 11x17 (per page) | Color Copies (8 1/2x11) (per page) | Color Copies (11x17) (per page) | Postage (each) | Misc. Supplies (\$) |
| Rate | \$0.10 | \$0.20 | \$1.00 | \$1.50 | \$20.00 | \$1.00 |
| Unit Rate with Fees/ Subtotal | \$0.10 | \$0.20 | \$1.00 | \$1.50 | \$20.00 | \$1.00 |

| | | | | | | |
|--------|----|---|---|---|---|---|
| \$2.00 | 20 | 0 | 0 | 0 | 0 | 0 |
| \$0.00 | | | | | | |
| \$0.00 | | | | | | |
| \$0.00 | | | | | | |
| \$0.00 | | | | | | |
| \$0.00 | | | | | | |
| \$0.00 | | | | | | |
| \$2.00 | 20 | | | | | |

| | | | | | | |
|---------|----|----|---|----|---|---|
| \$31.50 | 50 | 20 | 0 | 15 | 0 | 0 |
| \$0.00 | | | | | | |
| \$0.00 | | | | | | |
| \$0.00 | | | | | | |
| \$0.00 | | | | | | |
| \$0.00 | | | | | | |
| \$0.00 | | | | | | |
| \$31.50 | 50 | 20 | | 15 | | |

| | | | | | | |
|----------|-----|----|----|----|---|-----|
| \$223.50 | 115 | 10 | 20 | 20 | 0 | 160 |
| \$20.00 | | | | | | 20 |
| \$5.00 | 50 | | | | | |
| \$22.50 | 25 | | | | | 20 |
| \$20.00 | | | | | | 20 |
| \$0.00 | | | | | | |
| \$100.00 | | | | | | 100 |
| \$56.00 | 40 | 10 | 20 | 20 | | |

| | | | | | | |
|---------|-----|---|---|---|---|---|
| \$30.00 | 100 | 0 | 0 | 0 | 1 | 0 |
| \$30.00 | 100 | | | | 1 | |

| | | | | | | |
|----------|------|-----|------|------|------|-------|
| | 285 | 30 | 20 | 35 | 1 | 160 |
| \$287.00 | \$29 | \$6 | \$20 | \$53 | \$20 | \$160 |

| TRAVEL EXPENSES | | EQUIPMENT EXPENSES | | | | |
|-------------------------------------|------------|---------------------------------|--------------------|---------------------|---------------------------|-----------------------------|
| Travel Expenses (no fees on travel) | R2 Vehicle | Other Expenses (including fees) | Total Station (\$) | Velocity Meter (\$) | Water Quality Meters (\$) | Backpack Electrofisher (\$) |
| | \$0.75 | | \$150.00 | \$50.00 | \$75.00 | \$150.00 |
| Unit Rate/ Subtotal | \$0.75 | Unit Rate/ Subtotal | \$165.00 | \$55.00 | \$82.50 | \$165.00 |

| | | | | | | |
|--------|----|----------|---|---|---|---|
| \$7.50 | 10 | \$165.00 | 0 | 0 | 0 | 1 |
| \$0.00 | | \$0.00 | | | | |
| \$0.00 | | \$0.00 | | | | |
| \$0.00 | | \$0.00 | | | | |
| \$0.00 | | \$0.00 | | | | |
| \$0.00 | | \$0.00 | | | | |
| \$0.00 | | \$0.00 | | | | |
| \$0.00 | | \$0.00 | | | | |
| \$7.50 | 10 | \$165.00 | | | | 1 |

| | | | | | | |
|--------|---|--------|---|---|---|---|
| \$0.00 | 0 | \$0.00 | 0 | 0 | 0 | 0 |
| \$0.00 | | \$0.00 | | | | |
| \$0.00 | | \$0.00 | | | | |
| \$0.00 | | \$0.00 | | | | |
| \$0.00 | | \$0.00 | | | | |
| \$0.00 | | \$0.00 | | | | |
| \$0.00 | | \$0.00 | | | | |
| \$0.00 | | \$0.00 | | | | |

| | | | | | | |
|---------|-----|------------|---|---|---|---|
| \$82.50 | 110 | \$1,210.00 | 3 | 4 | 4 | 1 |
| \$15.00 | 20 | \$330.00 | 2 | | | |
| \$0.00 | | \$0.00 | | | | |
| \$15.00 | 20 | \$495.00 | | | 4 | 1 |
| \$7.50 | 10 | \$165.00 | 1 | | | |
| \$30.00 | 40 | \$220.00 | | 4 | | |
| \$15.00 | 20 | \$0.00 | | | | |
| \$0.00 | | \$0.00 | | | | |

| | | | | | | |
|--------|---|--------|---|---|---|---|
| \$0.00 | 0 | \$0.00 | 0 | 0 | 0 | 0 |
| \$0.00 | | \$0.00 | | | | |

| | | | | | | |
|------|------|---------|-------|-------|-------|-------|
| | 120 | | 3 | 4 | 4 | 2 |
| \$90 | \$90 | \$1,375 | \$495 | \$220 | \$330 | \$330 |

| SUBCONSULTANTS | |
|---------------------------------|------------|
| Subconsultants (including fees) | Zipper Geo |
| | \$1.00 |
| Unit Rate/ Subtotal | \$1.10 |

| | | | |
|--------|---|--------|--|
| \$0.00 | 0 | \$0.00 | |
| \$0.00 | | \$0.00 | |
| \$0.00 | | \$0.00 | |
| \$0.00 | | \$0.00 | |
| \$0.00 | | \$0.00 | |
| \$0.00 | | \$0.00 | |
| \$0.00 | | \$0.00 | |
| \$0.00 | | \$0.00 | |

| | | | |
|-------------|------|-------------|------|
| \$10,938.40 | 9944 | \$10,938.40 | 9944 |
| \$0.00 | | \$0.00 | |
| \$0.00 | | \$0.00 | |
| \$0.00 | | \$0.00 | |
| \$0.00 | | \$0.00 | |
| \$0.00 | | \$0.00 | |
| \$0.00 | | \$0.00 | |
| \$0.00 | | \$0.00 | |

| | | | |
|--------|---|--------|--|
| \$0.00 | 0 | \$0.00 | |
| \$0.00 | | \$0.00 | |
| \$0.00 | | \$0.00 | |
| \$0.00 | | \$0.00 | |
| \$0.00 | | \$0.00 | |
| \$0.00 | | \$0.00 | |
| \$0.00 | | \$0.00 | |
| \$0.00 | | \$0.00 | |

| | | | |
|--------|---|--------|--|
| \$0.00 | 0 | \$0.00 | |
| \$0.00 | | \$0.00 | |

| | | | |
|------|------|----------|----------|
| | 9944 | \$10,938 | \$10,938 |
| \$90 | \$90 | \$10,938 | \$10,938 |

EXHIBIT C

Consultant's Certificate(s) of Insurance and Additional Insured Endorsement

[See Attached]

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/29/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | |
|---|--|---|--|
| PRODUCER Kibble & Prentice, a USI Co PR 601 Union Street, Suite 1000 Seattle, WA 98101 | | CONTACT NAME: PHONE (A/C, No, Ext): 206 441-6300 FAX (A/C, No): 610-362-8530 E-MAIL ADDRESS: PL.CertRequest@usi.biz | |
| INSURED R2 Resource Consultants, Inc. 15250 NE 95TH Street Redmond, WA 98052 | | INSURER(S) AFFORDING COVERAGE NAIC # | |
| | | INSURER A : National Fire Insurance Co. of 20478 | |
| | | INSURER B : Valley Forge Insurance Company 20508 | |
| | | INSURER C : U. S. Specialty Insurance Compa 29599 | |
| | | INSURER D : | |
| | | INSURER E : | |
| INSURER F : | | | |

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|--------------------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: | | 3011007524 | 02/01/2016 | 02/01/2017 | EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$ |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | 3011007538 | 02/01/2016 | 02/01/2017 | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | 3011007622 | 02/01/2016 | 02/01/2017 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000 |
| C | Professional Liability | | USS1525939 | 07/01/2015 | 07/01/2016 | \$1,000,000 per claim \$1,000,000 annl aggr. |


DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: Sammamish River Off-Channel Habitat Restoration Project Final Permitting Assistance, Preparation of 100% Design Contract Provisions Package and Cost Estimate, Bid Assistance.

The General Liability policy includes an automatic Additional Insured endorsement that provides Additional Insured status to the City of Bothell only when there is a written contract that requires such status, and only with regard to work performed on behalf of the named insured. The General and Automobile Liability policies are primary and non-contributory.

CERTIFICATE HOLDER

CANCELLATION

| | |
|--|---|
| City of Bothell Public Works Department Attention: Andy Loch 9654 NE 182nd Street Bothell, WA 98011 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  |
|--|---|

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – LIABILITY EXTENSION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM

Coverage afforded under this extension of coverage endorsement does not apply to any person or organization covered as an additional insured on any other endorsement now or hereafter attached to this Policy.

1. ADDITIONAL INSURED – BLANKET VENDORS

WHO IS AN INSURED is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you agreed, because of a written contract or agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:
 - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b. Any express warranty unauthorized by you;
 - c. Any physical or chemical change in the product made intentionally by the vendor;
 - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its

own acts or omission or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (1) The exceptions contained in Subparagraphs d. or f.; or
- (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
3. This provision 2. does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Policy.
4. This provision 2. does not apply if "bodily injury" or "property damage" included within the "products-completed operations hazard" is excluded either by the provisions of the Policy or by endorsement.

2. MISCELLANEOUS ADDITIONAL INSUREDS

WHO IS AN INSURED is amended to include as an insured any person or organization (called additional insured) described in paragraphs 2.a. through 2.h. below whom you are required to add as an additional insured on this policy under a written contract or agreement but the written contract or agreement must be:

1. Currently in effect or becoming effective during the term of this policy; and
2. Executed prior to the "bodily injury," "property damage" or "personal and advertising injury," but

Only the following persons or organizations are additional insureds under this endorsement and coverage provided to such additional insureds is limited as provided herein:

a. Additional Insured – Your Work

That person or organization for whom you do work is an additional insured solely for liability

due to your negligence specifically resulting from your work for the additional insured which is the subject of the written contract or written agreement. No coverage applies to liability resulting from the sole negligence of the additional insured.

The insurance provided to the additional insured is limited as follows:

- (1) The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
- (2) The coverage provided to the additional insured by this endorsement and paragraph F.9. of the definition of "insured contract" under **Liability and Medical Expenses Definitions** do not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless required by the written contract or written agreement.
- (3) The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering or failure to render any professional services.

b. State or Political Subdivisions

A state or political subdivision subject to the following provisions:

- (1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent, or control and to which this insurance applies:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - (b) The construction, erection, or removal of elevators; or
- (2) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

This insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality.

c. Controlling Interest

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

- (1) Their financial control of you; or
- (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional insured.

d. Managers or Lessors of Premises

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

e. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

f. Owners/Other Interests – Land is Leased

An owner or other interest from whom land has been leased by you but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to lease that land; or



- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

g. Co-owner of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability as co-owner of such premises.

h. Lessor of Equipment

Any person or organization from whom you lease equipment. Such person or organization are insureds only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person or organization. A person's or organization's status as an insured under this endorsement ends when their written contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded these additional insureds, the following additional exclusions apply:

This insurance does not apply:

- (1) To any "occurrence" which takes place after the equipment lease expires; or
- (2) To "bodily injury," "property damage" or "personal and advertising injury" arising out of the sole negligence of such additional insured.

Any insurance provided to an additional insured designated under paragraphs b. through h. above does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard."

3. The following is added to **Paragraph H.** of the **BUSINESSOWNERS COMMON POLICY CONDITIONS:**

H. Other Insurance

4. This insurance is excess over any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and noncontributing.

4. LEGAL LIABILITY – DAMAGE TO PREMISES

- A. Under B. Exclusions, 1. Applicable to Business Liability Coverage, Exclusion k.

Damage To Property, is replaced by the following:

k. Damage To Property

"Property damage" to:

1. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
2. Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
3. Property loaned to you;
4. Personal property in the care, custody or control of the insured;
5. That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly in your behalf are performing operations, if the "property damage" arises out of those operations; or
6. That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph 2 of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs 1, 3, and 4, of this exclusion do not apply to "property damage" (other than damage by fire or explosion) to premises:

- (1) rented to you;
- (2) temporarily occupied by you with the permission of the owner, or
- (3) to the contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to Damage To Premises Rented To You as described in Section D – Liability and Medical Expenses Limits of Insurance.

Paragraphs 3, 4, 5, and 6 of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph 6 of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

- B. Under B. Exclusions, 1. Applicable to Business Liability Coverage,** the last paragraph of 2. Exclusions is deleted and replaced by the following:

Exclusions **c, d, e, f, g, h, i, k, l, m, n, and o,** do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner or to the contents of premises rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to this coverage as described in **Section D. Liability And Medical Expenses Limits Of Insurance.**

- C. The first Paragraph under Item 5. Damage To Premises Rented To You Limit of Section D. Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

The most we will pay under Business Liability for damages because of "**property damage**" to **any one premises**, while rented to you, or temporarily occupied by you, with the permission of the owner, including contents of such premises rented to you for a period of 7 or fewer consecutive days, is the Damage to Premises Rented to You limit shown in the Declaration.

5. Blanket Waiver of Subrogation

We waive any right of recovery we may have against:

- a.** Any person or organization with whom you have a written contract that requires such a waiver.

6. Broad Knowledge of Occurrence

The following items are added to **E. Businessowners General Liability Conditions** in the **Businessowners Liability Coverage Form**:

- e.** Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence," offense, claim or "suit" is known to:
- (1) You or any additional insured that is an individual;

- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This paragraph **e.** applies separately to you and any additional insured.

7. Bodily Injury

Section F. Liability and Medical Expenses Definitions, item 3. "Bodily Injury" is deleted and replaced with the following:

"**Bodily Injury**" means bodily injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the bodily injury, sickness or disease.

8. Expanded Personal and Advertising Injury Definition

- a.** The following is added to **Section F. Liability and Medical Expenses Definitions, item 14. Personal and Advertising Injury, in the Businessowners General Liability Coverage Form**:

- h.** Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

1. Not done intentionally by or at the direction of:

- a.** The insured; or
- b.** Any "executive officer," director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and

2. Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or person by any insured.

- b.** The following is added to Exclusions, **Section B.:**

10020002150948453213697



(15) Discrimination Relating to Room, Dwelling or Premises

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

(16) Fines or Penalties

Fines or penalties levied or imposed by a governmental entity because of discrimination.

- c. This provision (**Expanded Personal and Advertising Injury**) does not apply if

Personal and Advertising Injury Liability is excluded either by the provisions of the Policy or by endorsement.

9. Personal and Advertising Injury Re-defined

Section F. Liability and Medical Expenses Definitions, item 14, Personal Advertising Injury, Paragraph c. is replaced by the following:

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room dwelling or premises that a person or organization occupies committed by or on behalf of it's owner, landlord or lessor.

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Bothell City Council
AGENDA BILL SUMMARY

Meeting Date: May 17, 2016

AB # 16-084

Action Item: X

Study Session Item:

Special Presentation:

Subject: Consider Approval of Resolution Authorizing the City to Make Grant Application to the Salmon Recovery Funding Board (SRFB).

Budget Impact and Source of Funds: N/A

Staff Presenter/Department: John Keates, Parks and Recreation Director

EXECUTIVE SUMMARY:

The Recreation and Conservation Office (RCO) offers various grant opportunities to government organizations and non-profits groups on a bi-annual schedule. During 2016 the RCO will be accepting grant applications for a number of grant programs, which the City of Bothell can utilize to fund projects and potential acquisitions.

On April 17th, Council approved four Resolutions for various RCO grant applications. This additional resolution is needed because RCO is requesting that a Salmon Recovery Funding Board (SRFB) application that was initially prepared and sponsored by Forterra for the Wayne Golf Course be switched to the City of Bothell since the City would be the owner of the property when all the acquisitions are final.

The sponsor for the grant would be changed from Forterra to the City of Bothell.

COUNCIL PROCESS: Action Item

- Staff presentation by John Keates, Parks and Recreation Director
- Council discussion and questions
- Motion to approve resolution

HISTORY:

- December 2015, January - February 2016 Staff identified potential projects that could be potentially funded by RCO grants.
- February 27, 2016: City Council Retreat. Council expresses interest in having staff investigate and apply for grant funding.
- April 17, 2016: City Council approves resolutions for the RCO recreation grant applications.

RECOMMENDED ACTION:

Adopt the proposed resolution authorizing the submission of a grant application to the Recreation and Conservation Office - Salmon Recovery Funding Board.

Agenda Bill Summary

Subject: Consider Approval of Resolution Authorizing the City to Make Grant Applications to the Recreation and Conservation Board (RCO).

Meeting Date: May 17, 2016

ATTACHMENTS:

1. Proposed Resolution
-

Acting City Manager Approval: _____



Date: 05/11/2016

RESOLUTION NO. _____ (2016)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BOTHELL,
WASHINGTON, AUTHORIZING APPLICATION FOR GRANT FUNDING
ASSISTANCE TO THE SALMON RECOVERY FUNDING BOARD.

This form authorizes submitting application(s) for grant funding assistance for salmon recovery project(s) to the Salmon Recovery Funding Board as provided in RCW 77.85, WAC 420 and subsequent Legislative action.

WHEREAS, under the provisions of the Salmon Recovery Act, state grant assistance is requested to aid in financing the cost of acquisition and

WHEREAS, our organization considers it in the best public interest to complete the project described in the application(s).

NOW, THEREFORE, BE IT RESOLVED that:

Section 1. The City Manager is authorized to make formal application to the Salmon Recovery Funding Board for grant assistance.

Section 2. The City of Bothell has reviewed the sample project agreement on the Recreation and Conservation Office's web site at: <http://www.rco.wa.gov/documents/manuals&forms/SampleProjAgreement.pdf> and authorizes the City Manager to enter into such a project agreement, if funding is awarded. The City understands and acknowledges that the project agreement will contain the indemnification (applicable to any sponsor) and waiver of sovereign immunity (applicable to Tribes) and other terms and conditions that are contained in the sample project agreement. The sample project agreement may be revised periodically by the Recreation and Conservation Office. The City recognizes that such changes might occur prior to our authorized representative signing the actual project agreement, and we accept the responsibility and the presumption that our authorized representative shall have conferred with us as to any such changes before he/she executes the project agreement on behalf of our organization and so executes with our authorization.

Section 3. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.

Section 4. The City of Bothell expects our matching share of project funding will be derived from other local, county, and state grants and meets the requirements of WAC 420-12-040. In addition, our organization understands it is responsible for supporting all non-cash commitments to this project should they not materialize.

Section 5. The City of Bothell acknowledges that if the Salmon Recovery Fund Board approves grant assistance for the project(s), the Recreation and Conservation Office will pay us on only a reimbursement basis, except for a specially approved advance payment. We understand reimbursement basis means that we will only request payment from the Recreation and Conservation Office after we incur eligible and allowable costs and pay them. The Recreation and Conservation Office may also determine an amount of retainage and hold that amount until the project is complete. The Recreation and Conservation Office may approve advance payments in limited circumstances, pursuant to WAC 420-12-060 and the policy outlined in *Manual 8, Reimbursements*.

Section 6. The City of Bothell acknowledges that any property acquired with grant assistance must be dedicated for salmon recovery purposes for perpetuity unless otherwise agreed to by our organization and the Salmon Recovery Funding Board in the project agreement or an amendment thereto. We agree to dedicate the property in a signed "Deed of Right to Use Land for Salmon Recovery Purposes" for fee acquisitions, or an "Assignment of Rights" for other than fee acquisitions (which documents will be based upon RCO's standard versions of those documents), to be recorded on the title of the property with the county auditor.

Section 7. The City of Bothell acknowledges that any property acquired in fee title must be accessible to the public unless the Recreation and Conservation Office director or the Salmon Recovery Funding Board agrees to other restrictions in the project agreement or an amendment thereto.

Section 8. The City of Bothell acknowledges that any property restored be maintained for a period of ten years after the project is complete unless otherwise provided and agreed to by our organization and the Salmon Recovery Funding Board in the project agreement or an amendment thereto.

Section 9. The City of Bothell certifies it is a municipal corporation in the State of Washington and has been active in protection and enhancement of natural resources. Should the City dissolve or disband during the period of this project, the City agrees to name a successor organization pursuant to Salmon Recovery Funding Board policy.

Section 10. This application authorization becomes part of a formal application to the Salmon Recovery Funding Board for grant assistance.

Section 11. The City of Bothell provided appropriate opportunity for public comment on this application.

Section 12. The City of Bothell certifies that this application authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that the person signing as authorized representative is duly authorized to do so.

This resolution was adopted by the City of Bothell:

PASSED this _____ day of _____, 2016.

APPROVED:

ANDREW J. RHEAUME
MAYOR

ATTEST/AUTHENTICATED:

LAURA HATHAWAY
CITY CLERK

Approved as to form this _____ day of May, 2016

FILED WITH THE CITY CLERK: _____
PASSED BY THE CITY COUNCIL: _____
RESOLUTION NO.: _____ (2016)

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Bothell City Council
AGENDA BILL SUMMARY

Meeting Date: May 17, 2016

AB # 16-085

Action Item: Study Session Item: X Special Presentation:

Subject: Discussion of Process for Engaging Services of an Interim City Manager

Budget Impact and Source of Funds:

Staff Presenter/Department: Peter Troedsson, Acting City Manager

EXECUTIVE SUMMARY:

Following the Council's decision at their meeting on May 3, 2016, to place City Manager Bob Stowe on paid administrative leave until his removal and termination is effective, the Council intends to engage the services of an Interim City Manager (ICM) in order to continue progress toward Council goals and maintain the stable operations of the City. The Council's process for engaging the services of an Interim City Manager may benefit from the development of selection criteria so that the best candidate may be chosen.

The Council's criteria may include:

- Strong leadership skills
- Ability to maintain clear, regular and consistent communication with all Councilmembers
- Ability to help Council improve its effectiveness
- Ability to assist Council in selection of new City Manager
- Other criteria as determined by Council

Resumes and notices of interest submitted thus far have been forwarded to Council under separate cover. Council may review and discuss these resumes and notices of interest in Executive Session, comparing the candidates against the criteria they've established, and discuss which candidates best meet Council's goals for the ICM. The Acting City Manager can then schedule interviews for the City Council as a whole with each of the candidates, in a subsequent Executive Session. Depending on the candidate chosen a Resolution or Ordinance, to be considered in Open Session, may be required as the enabling tool to implement the installation of the selected candidate as Interim City Manager.

The suggested timeframe is as follows:

- May 17, 2016: Council discusses this Agenda Bill in Open Session then convenes in Executive Session to review candidate resumes/notices of interest for Interim City Manager position.
- June 7, 2016: Council interviews selected candidates in Executive Session, about 20 minutes per candidate. Discussion in Executive Session of candidate positives/negatives. Summary of overall outcomes of candidate interviews is produced by staff. No decision is made in Executive Session. In Open Session, a motion is made to appoint one of the previously discussed

candidates as the Interim City Manager, via Resolution or Ordinance depending on the source of the candidate (provided by consultant or selected from elsewhere).

There is typically no public process or public input on the selection or appointment of an Interim City Manager. The public will have an opportunity to give their thoughts on finalist candidates for the City Manager position at the final stages of the City Manager recruitment process.

COUNCIL PROCESS

Council to receive staff input in open meeting and discuss in executive session.

HISTORY:

- Council dismissed City Manager Bob Stowe at the Council meeting of May 3, 2016.

RECOMMENDED ACTION:

Council to receive staff input in open public session and discuss in executive session.

ATTACHMENTS:

1. No attachments
-

City Manager Approval: _____



Date: May 12, 2016

Bothell City Council
AGENDA BILL SUMMARY

Meeting Date: May 17, 2016

AB # 16-086

Action Item: Study Session Item: X Special Presentation:

Subject: 2017-2018 Budget Orientation including 2015-2016 Budget Status and Council Consideration of 2017-2018 Budget Focus Areas and Desired Budget Outcomes

Budget Impact and Source of Funds: None

Staff Presenter/Department: Tami Schackman, Finance Director

EXECUTIVE SUMMARY:

Staff is interested in updating Council on the status of the 2015-2016 budget and providing an orientation for the 2017-2018 budget development process, which includes an overview of the Finance Departments new online budget tools. In addition, the City Manager is asking Council to affirm their 2017-2018 Budget Focus Areas and Desired Budget Outcomes, which he will then use to develop his recommended budget.

COUNCIL PROCESS: Study Session

- Staff Presentation by Tami Schackman, Finance Director
- Council Discussion
- Council Direction to Staff

HISTORY:

- Beginning in 2007, at the beginning of each biennial budget development process, the Council identifies their broad Budget Focus Areas and specific Desired Budget Outcomes.

RECOMMENDED ACTION:

No action is requested this evening; however, Council is being asked to review the City's 2015-2016 Budget Focus Areas and Desired Budget Outcomes, and to use this document as a starting point for the development of focus areas and budget outcomes for the 2017-2018 Budget.

ATTACHMENTS:

1. 2015-2016 Budget Focus Areas and Desired Budget Outcomes
-

Acting City Manager Approval: _____



Date: 05/09/2016

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City of Bothell

2015 - 2016

Budget Focus Areas



Financial Stability

Maintain a long range financial plan and biennial budget that provides sustainable levels of service within investment limits citizens are willing to make. Strive for cost effective service delivery by encouraging operation efficiencies, cost containment, innovative revenue enhancement, and technology advancements.

Economic Development

Create and sustain economic development which builds and diversifies the City's revenue streams while complementing and enhancing the quality of life for all who live, work and play in Bothell.

Public Safety and Security

Provide effective service to allow citizens to use and enjoy their community without fear for loss of life or property while being proactive and responsive to community safety and security issues.

Quality of Life/Livability

Achieve harmony between the built and protected natural environments and target available resources to build infrastructure and provide services which strengthen and sustain our community.

Community Connections/Involvement

Engage in ongoing dialogue with the public to increase citizens' understanding of and engagement in City issues and to build strong partnerships.

City of Bothell

2015 - 2016

Desired Budget Outcomes



City of Bothell

- Continue to sustain the City's present service levels.
- Continue to reestablish the City's minimum reserve level to 15% of General Fund expenses and further support asset replacement levels, while in addition establishing strategies for reinstating pre-recession operating funding levels.
- Continue to limit the tax burden on Bothell citizens by seeking operating efficiencies wherever possible.
- Continue to utilize the City's one percent property tax levy increase as allowed by law to support existing service levels.
- Continue to improve Development Services Initiatives (DSI) to facilitate good development.
- Continue to create an active and vibrant Downtown by implementing the actions established within the City's Downtown Revitalization Plan.
- Continue to construct and maintain capital investments as prescribed in the City's adopted Capital Facilities Plan (CFP).